IN THE HIGH COURT OF JUDICATURE AT BOMBAY

APPELLATE SIDE JURISDICTION

LETTERS PATENT APPEAL NO. 69 OF 2007

IN

WRIT PETITION NO. 8752 OF 2006

Hindustan Lever Ltd., .. Appellant.

vs.

Hindustan Lever Employees Union. .. Respondent.

Mr. C.U. Singh, Sr. Advocate with M. R.M. Shah and Mr. Mahesh Londhe i/by Sanjay Udeshi Co. for the appellant.

Mr. S.K. Talsania, Sr. Advocate i/by Bennet D'Costa for Respondent.

Coram: J.N. PATEL &,
SMT. R.S. DALVI, JJ.
Date: 10TH APRIL, 2007.

P.C.

. Heard.

2. This is a Letters Patent Appeal filed by the employer aggrieved by the order passed by the Labour Court on 6.11.2006 rejecting their application Exhibit-12 filed before it for disposing of the

reference on the ground that the workmen have accepted the settlement dated 24.8.2003 which has been signed with the Association of Chemical Workers and, therefore, nothing survives in the matter. This order came to be challenged before the learned Single Judge by invoking writ jurisdiction. The learned Single Judge found that as this is under an interim arrangement, reference cannot be said to have been finally disposed of and, therefore, observed 'the Labour Court to decide the reference as expeditiously as possible.'

3. Aggrieved by this, the employer has preferred this Letters Patent Appeal.

4. Mr. C.U. Singh, the learned Senior Advocate appearing for the appellants-employer, has contended that by virtue of the interim order as all the workmen have signed the agreement in terms of the settlement and executed an undertaking as per Annexure "C" of the settlement, nothing survives in the matter and, therefore, the reference would stand disposed of accordingly. It is submitted that the interim order dated 2.l1.2006 speaks for itself and, therefore, the learned Labour Court ought to have disposed of the reference as per application Exhibit-12 made by the employer before it.

5. It is contended that the learned Single Judge

of this Court did not take into consideration that if all the workmen including the 77 workmen represented by the respondent union, whose demand was being pressed in their reference, have accepted the settlement, then, the Labour Court loses its jurisdiction to proceed with the reference and its only option is to thereafter reject the reference by observing that all workmen covered by the settlement are precluded from raising any demands for the period covered by the reference or alternatively to make an award in terms of the settlement.

6. Though in the course of hearing Mr. C.U. Singh has made reference to various authorities which have been taken into consideration by the Labour Court to reject his application and so also by the learned Single Judge, we need not reiterate the ratio laid down in those authorities. Mr. Singh has also drawn our attention to the decision rendered by the Supreme Court in the case of **State of Uttaranchal vs. Jagpal Singh Tyagi, reported in (2005) 8 SCC 49** wherein it was held that having obtained the benefit, it was not open to a party to turn it down without justifiable reasons to contend that the settlement was not fair. To substantiate this contention that once by an interim order all the workmen have signed the settlement, nothing survives in the matter, now they cannot turn around and say that their charter of demands still

persists and requires adjudication.

7. In our view, the agreement signed by the workmen in terms of the settlement is pursuant to an interim order. The interim order itself spells out the fact situation under which the agreement was required to be signed. The Labour Court has specifically observed that such an interim relief can be granted on par with the workmen and their union which has entered into a settlement and, therefore, it is under those facts and circumstances that the necessary agreement was signed including the declaration and the undertaking incorporated in Annexure 'C'.

8. Needless to say, the interim relief sought for by the workmen whose reference is pending, does not finally adjudicate the reference on merits and as rightly observed by the learned Single Judge it will have to be gone into on merits and disposed of accordingly. Merely because the workmen have taken benefits of the settlement by way of interim arrangement, it does not dispose of the reference. Therefore, we find no merit in the Letters Patent Appeal. The same is dismissed. No order as to costs.

9. In view of the dismissal of the Letters Patent Appeal, the Civil Application No. 84 of 2007 does not survive. The same also stands dismissed accordingly.

(J.N. Patel, J.)

(Smt. R.S. Dalvi, J.)